

**Exhibit #7 - “AAA July 9, 2016 Commercial Fee Schedule”**



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

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August 9, 2016

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Case Number: 01-16-0001-7288

Fox News Network, LLC  
-vs-  
Andrea Tantaros

Dear Parties:

This arbitration will be administered under the Employment Arbitration Rules and Mediation Procedures (Rules), a copy of which is located on our website at [www.adr.org](http://www.adr.org). The Association has determined that this matter arises from an Individually Negotiated Contract and will proceed under the Commercial Fee Schedule. In addition, the enclosed Arbitration Information Sheet will provide you with basic information about what to expect from this process.

Please note the following:

- The Respondent has until August 24, 2016 to file an answer to the claim. If an answer is not received we will assume a general denial. Please reference the Rules if filing a counterclaim.
- We note the parties' agreement stipulates the locale for the hearings as New York, NY.
- Attached is a list for your selection of the arbitrator. Please see the attached list for further instruction on this process. This list is due on August 24, 2016.
- Provided that the AAA has email addresses for all parties, the Association will communicate with the parties via email for all AAA communications, unless notified otherwise.
- We also ask that the attached Checklist for Conflicts be returned to the AAA by August 24, 2016. Further instructions are also located on the enclosed sheet.

Additionally, the parties may desire to mediate this case prior to an arbitration hearing. Mediation is a private, non-binding process under which the parties submit their dispute to a third-party neutral. The mediator may suggest ways of resolving the dispute, but may not impose a settlement on the parties; the parties attempt to negotiate their own settlement agreement. Please contact the undersigned for further details regarding mediation.

If you have any questions or need clarification on any of the enclosed documents, please feel free to call or email me at any time.

Thank you,



Michele Gomez  
Manager of ADR Services  
Direct Dial: (401) 431-4848  
Email: MicheleGomez@adr.org

Enclosures

cc: Ronald M. Green, Esq.

**AMERICAN ARBITRATION ASSOCIATION  
CHECKLIST FOR CONFLICTS**

In the Matter of the Arbitration between:

Case Number: 01-16-0001-7288

Fox News Network, LLC  
-vs-  
Andrea Tantaros

DATE DUE TO THE ASSOCIATION: August 24, 2016

The Association must advise each neutral, upon appointment, complete names of all entities and persons involved in this matter. You should be aware that arbitrators will need to divulge any relevant information in order to make appropriate and necessary disclosures in accordance with the applicable arbitration rules. In order to do so we ask that you complete this attached list including the following:

- Witnesses
- Consultants
- Attorneys
- Subsidiaries
- Any other related entities or persons

This form will only be used as a list for conflicts, not a preliminary or final witness list. Please note that the AAA will not divulge this information to the opposing party and the parties are not required to exchange this list.

For your convenience, this form may be completed online through AAA's WebFile. If you do not have a WebFile account, you will need to create one and then request access to this case using the "Request Case Access" function within WebFile. You may then complete the Conflicts Checklist as part of this case's online record.

FULL NAME	AFFILIATION	ADDRESS
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DATED: \_\_\_\_\_ PARTY: \_\_\_\_\_  
Please Print

**AMERICAN ARBITRATION ASSOCIATION**

In the Matter of the Arbitration between:

Case Number: 01-16-0001-7288

Fox News Network, LLC

-vs-

Andrea Tantaros

CASE MANAGER: Michele Gomez

DATE LIST SUBMITTED: August 9, 2016

**DATE LIST DUE: August 24, 2016**  
**LIST FOR SELECTION OF ARBITRATOR**

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In accordance with the Rules we are providing you a list of arbitrators who are members of our Employment Dispute Resolution Roster. Along with this list are the attached Biographical Information Sheets on each arbitrator listed. We encourage parties to review the following list of arbitrators and if possible, agree to a single arbitrator from this list. Should parties not be able to agree to an arbitrator please review and independently submit the attached list to me by August 24, 2016. In accordance with the Rules:

- Strike any names that you have an objection on
- Number the remaining names in order of preference
- Return list to AAA upon completion

Should you not return your list by the above date all names will be deemed acceptable.

Note: If appointment cannot be made from this list the AAA may appoint without the submission of an additional list, in accordance with the rules. For your convenience, this form may be completed online through AAA's WebFile at [www.adr.org](http://www.adr.org).

Ralph S. Berger, Esq.

Deborah Masucci, Esq.

James A. Brown, Esq.

Charles J. Moxley Jr., Esq.

Arthur D. Felsenfeld

Abigail Pessen, Esq.

Erica B. Garay, Esq.

Ruth D. Raisfeld, Esq.

Melinda G. Gordon, Esq.

Hon. Richard D. Rosenbloom

Andrew T. Hahn, Esq.

Stephen F. Ruffino, Esq.

William L. Kandel

David C. Singer, Esq.

Jack P. Levin, Esq.

Douglas H. Wigdor, Esq.

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Arbitrators are compensated at the rate stated on their biographical data. The compensation is an independent obligation of the parties and it is understood that the American Arbitration Association has no liability, direct or indirect, for such payments. Deposits shall be made promptly with the AAA as required by the case manager, pursuant to the Rules, subject to final appointment by the arbitrator in the award. If you have any questions please call or email me.

Party: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

## **Arbitration Information Sheet**

This document provides information about your upcoming arbitration and the expectations concerning each party's conduct throughout the process. Please save this information sheet so that you may refer to it throughout the arbitration.

### **Administrative Conference**

The AAA may conduct an Administrative Conference with the parties to discuss issues that will assist the Association in administering the case as efficiently as possible. This is also a good time for the parties to discuss ways to conduct the arbitration to meet their specific needs. Please be prepared to discuss the following:

- a. estimates on the expected duration of the case;
- b. method of appointment of arbitrators, if applicable;
- c. your views on the qualifications of the arbitrators to be proposed;
- d. the possibility of submitting this dispute to mediation;
- e. the handling of extension requests;
- f. means of communication between the AAA and the parties.

### **Exchange of Correspondence and Documents**

It is also important to note that the parties must exchange copies of all correspondence during the course of the arbitration. The two exceptions are the Checklist for Conflicts mentioned above and the party's arbitrator ranking list, which you will receive further information on during the course of the arbitrator appointment process. The parties only need to send copies of documents, such as discovery, to the AAA if the document is to be transmitted to the arbitrator for a determination.

### **Communications with Arbitrator**

It is very important that parties do not engage in any ex parte communications with the arbitrator. So as to minimize the potential of such communications, this case will be administered by facilitating the exchange of appropriate written documents through the AAA. To ensure the proper handling of all case-related documents, the parties are asked not to submit correspondence directly to the arbitrator. Correspondence should be submitted to your case manager for transmittal to the arbitrator, copying the other party.

### **Timeliness of Filings**

Please pay particular attention to response dates included on any correspondence I send you. Untimely filings or responses will not be considered by the Association. Therefore, if you need an extension to any deadline, please contact the other party to reach an agreement. In the event you are unable to agree, the AAA or the arbitrator will determine if an extension will be granted.

### **Locale of the Arbitration**

The parties may agree to a locale for the arbitration. This agreement can be made in the parties' agreement or contract, or when the arbitration is submitted to the AAA. The AAA will place the arbitration within the agreed upon locale.

If the parties' contract or agreement does not specify a locale and the parties cannot agree on a locale, the AAA's Rules empower the AAA to determine the locale, subject to the power of the arbitrator, after his or her

appointment, to make a final determination. In these circumstances, the claimant will generally request that the hearing be held in a specific locale. If the respondent fails to file an objection to the locale requested by the claimant within 15 calendar days after the notice of the request has been sent to it by the AAA, the AAA will confirm the locale requested by the claimant is agreeable.

When a locale objection is filed, each party is requested to submit written statements regarding its reasons for preferring a specific locale. In preparing their written statements, the parties are asked by the administrator to address the following issues:

1. Location of parties & attorneys.
2. Location of witness and documents.
3. Location of records.
4. If construction, location of site, place or materials and the necessity of an on-site inspection.
5. Consideration of relative difficulty in traveling and cost to the parties.
6. Place of performance of contract.
7. Place of previous court actions.
8. Location of most appropriate panel.
9. Any other reasonable arguments that might affect the locale determination.

### **AAA WebFile**

We invite the parties to visit our website to learn more about how to file and manage your cases online. As part of our administrative service, AAA's WebFile allows parties to perform a variety of case related activities, including:

- File additional claims
- Complete the Checklist for Conflicts form
- View invoices and submit payment
- Share and manage documents
- Strike and rank listed neutrals
- Review case status or hearing dates and times

AAA WebFile provides flexibility because it allows you to work online as your schedule permits - day or night. Cases originally filed in the traditional offline manner can also be viewed and managed online. If the case does not show up when you log in, you may request access to the case through WebFile. Your request will be processed within 24 hours, after review by your case manager.

### **CaseXplorer ® Arbitration**

In a large, complex case, such as this case, one or both parties might want to consider the AAA's CaseXplorer ® Arbitration process. CaseXplorer ® Arbitration is an online tool enabling users to receive an objective evaluation of and feedback on the strengths and weaknesses of their arbitration case from experienced arbitrators not associated with the case. Here is a link to the AAA web site where you can find more information about this new online tool: <http://go.adr.org/CaseXplorerArbitration>.

### **Refund Schedule**

For disputes arising out of employer plans, filing fees are nonrefundable.

For disputes arising out of an individually-negotiated employment agreements and contracts, the Association has a refund schedule in the administrative fee section of the Rules. After 60 days of the Association's receipt of the Demand or the appointment of the arbitrator the filing fees are non-refundable. The Association will only refund

filings fees as outlined in the Rules and does not refund neutral costs incurred when parties settle their dispute or withdraw their claims. Final Fees are fully refundable if the parties provide at least 24 hours' notice prior to the hearing.